

SUBSCRIPTION/CONTRACT AGREEMENT

Each of the Company (momentPay) and the Customer (Client - which would include their successors or permitted assignees) shall be hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS the Company is the owner of “**momentPay**” a product which is a Payment Orchestration automation application sold to customer “**Subscription Model**” (hereinafter referred to as “**Service**”) through an online proprietary technology platform;

AND WHEREAS the Customer has reviewed the services offered by the Company and has expressed its desire and interest in availing the same;

AND WHEREAS the Parties have discussed the terms and conditions and have thought it expedient to set out the same in writing as hereinafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Definitions. For purposes of this Agreement:

- 1.1. Affiliate** means an entity controlling, controlled by or under common control with a Party;
- 1.2. Agreement** means this agreement, the Annexures attached with signed Order Form/Sales proposal/contract agreement, the Terms of Use and any other documents included by reference, as may be amended from time to time in accordance with the terms of this Agreement;
- 1.3. Customer Data or Client Data** means any data that Customer loads or enters into the Website and all results from processing such data, including compilations;
- 1.4. Documentation** shall mean the user's guide, compilation instructions, and requirements including documents, manuals and computer-readable files, regarding the installation, use, operation, functionality, troubleshooting, specifications and other technical information, being hosted online, sufficient for the purpose of usage of the Services;
- 1.5. End-User** means an individual who uses the Services for immediate or near-immediate consumption, and not for resale or redistribution to others;
- 1.6. Excluded Events** means Scheduled Downtime and Force Majeure Events;
- 1.7. Force Majeure Event** means any and all events beyond Company's direct fault and control including, without limitation, acts of God, strikes, lockouts, riots, war, terrorism or other civil disturbance, earthquakes, weather, fires, explosions, disruptions of communications and other essential services, labor stoppages, computer viruses and malicious attacks;
- 1.8. Generally Available** means the service that is released generally to un-Affiliated

commercial customers. Limited beta and pre-release versions are not Generally Available; For the sake of clarity, it means the Services shall be substantially available for use by the Customer;

- 1.9. Intellectual Property Rights** mean any copyright, trademark, patent, trade secret or data privacy right of any person valid under any national law or in any applicable local jurisdiction;
- 1.10. Order Form/Sales proposal/contract agreement** means the Order Form/Sales proposal/contract agreement for Customer's initial subscription to the Services substantially in the format set out in and shall also include any further Order Form/Sales proposal/contract agreements that may be executed by the Customer for additional and/or revised Services;
- 1.11. Personnel** mean employees of the Customer;
- 1.12. Response Time** means the time it takes the Company's server to transmit the first data packet in response to a query received from the Customer's computer, as measured in milliseconds by Company's systems;
- 1.13. Scheduled Downtime** means downtime that is scheduled by the Company with at least twelve (12) hours notice to Customer, not to exceed six (6) Scheduled Downtime events per month. Company will try to avoid scheduling downtime during normal work hours or peak usage hours for the Service;
- 1.14. Service Availability** is calculated as follows:
$$\frac{\text{(Total Minutes - Unscheduled Downtime - Excluded Events)}}{\text{(Total Minutes - Excluded Events)}} \times 100;$$
- 1.15. Services** means the defined and associated Documentation specified in the Order Form/Sales proposal/contract agreement and The Services would be provided through a web-based platform enabling the individual Users to complete the integrated payment.
- 1.16. Software** means the "momentPay" software and associated Documentation specified in and accessed at the Website;
- 1.17. Subscription or contract Period** means the period during which Customer may use particular features of the Service, commencing with the Start Date and expiring on the End Date specified in the applicable Order Form/Sales proposal/contract agreement;
- 1.18. Terms of Use** shall mean the General Terms and Conditions provided on the Website momentpay.in;
- 1.19. Total Minutes** means the total minutes in each full calendar month of operation by the Company. A partial month at the beginning or end of a Subscription Period shall not be counted or subject to the Service Level Commitment as set out in Clause 2.1.6;
- 1.20. User** means Personnel who use the Service through User IDs issued under this Agreement;

- 1.21. “User Account” or “User Id”** shall mean the online account maintained by the User at the Website to avail of the Services;
- 1.22. Virus** shall mean anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices;
- 1.23. Website** shall mean deployed application URL or such other URL as the Company may specify from time to time; and
- 1.24. Website Disclaimer Policy** shall mean the policy of the Website annexed <https://momentpay.in/legals/>.

2. Services.

- 2.1.** The Company shall, during the Term (as defined in Clause 8), provide the Services to the Customer on and subject to the terms of this Agreement.
- 2.1.1. Subscribing to the Service.** Customer will subscribe to the Services under one or more Order Form/Sales proposal/contract agreements specifying the Services it wishes to avail and the Subscription Period. Order Form/Sales proposal/contract agreements may be executed manually by the Parties or submitted electronically through Website. In the event of any conflict between this Agreement and an Order Form/Sales proposal/contract agreement, the Order Form/Sales proposal/contract agreement shall control the terms related to features and rates and this Agreement shall govern all other issues.
- 2.1.2. Initial Service.** The customer is entering into an initial Order Form/Sales proposal/contract agreement upon execution of this Agreement. Company will provide the Service described in the initial Order Form/Sales proposal/contract agreement to Customer for the Subscription Period specified therein according to such Order Form/Sales proposal/contract agreement and this Agreement.
- 2.1.3. Additional Service.** Additional Order Form/Sales proposal/contract agreements may be entered into by the Parties to subscribe to additional or different features of the Service. Unless designated as replacing a specific outstanding Order Form/Sales proposal/contract agreement, a new Order Form/Sales proposal/contract agreement will be considered in addition to currently outstanding Order Form/Sales proposal/contract agreements.
- 2.1.4. Access to Service.** The Customer can gain access to the Services using a standard Web Browser like Internet Explorer, Mozilla Firefox, Google Chrome,

Safari etc. over the internet. Access can be gained by visiting the Website. The Company will make available the Services to the Customer by setting up an account for the Customer on the Website, and providing to the Customer, User Ids following the execution of the Order Form/Sales proposal/contract agreement by the Customer for the purpose of enabling the Customer to avail the Services on the Website.

2.1.5. **Hardware.** The hardware required to provide the Services will be located in a data center which have facilities like Multiple Carrier' link to the Internet, Backup Power Supplies, Climate Controlled Air Conditioning, Raised Floors for Cabling and Electronic Security Systems.

2.1.6. **Service Level Commitment.** Company promises Customer that the Service will be generally available at least 98.0% of the time during each calendar month, except for Excluded Events ("**Commitment**").

2.2. The Company shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

2.2.1. planned maintenance carried out during the maintenance schedule from time to time ; and

2.2.2. Unscheduled maintenance performed outside normal business hours, provided that the Company has used reasonable endeavours to give the Customer notice in advance.

3. Grant of License.

3.1. Subject to the limitations set out in this Agreement and the obligations set out in Clauses 4 and 6 of this Agreement, the Company hereby grants to the Customer a non-exclusive non-transferable, revocable licence to use the Software for the permitted purpose of accessing the Services on the Website in accordance with this Agreement and the Order Form/Sales proposal/contract agreement(s) during the Term.

3.2. The licence granted by the Company to the Customer herein is subject to the following limitations:

3.2.1. the Software may only be used by the Users to whom User Ids have been allocated ;

3.2.2. The Customer must not use the application website:

(i) in any way that is unlawful, illegal, fraudulent or harmful; or

(ii) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

(iii) In any manner that has not been agreed to in prior between the Company and the Customer under this Agreement and the Order Form/Sales proposal/contract agreements.

3.2.3. The Customer and/or the End User must not:

- (i) copy, print (except for the express limited purpose mentioned in this agreement), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved there from;
- (ii) use the Site or any materials obtained from the Website to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;
- (iii) create compilations or derivative works of any Content and Materials from the Website;
- (iv) use any Content and Materials from the Website in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties;
- (v) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Website
- (vi) make any portion of the Website available through the Internet or any other technology existing now or developed in the future;
- (vii) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture;
- (viii) use any automatic or manual process to harvest information from the Website;
- (ix) use the Website for the purpose of gathering information or transmitting unsolicited commercial email;
- (x) send any email that makes use of the Company's headers domain names, or other means of deceptive addressing;
- (xi) make unsolicited telephone calls or facsimile transmissions
- (xii) use the Website in a manner that violates any state or national law regulating email, facsimile transmissions or telephone solicitations; and
- (xiii) export or re-export the Website or any portion thereof, or any software available on or through the Website, in violation of the export control laws or regulations of India;

4. Acceptable Use. Subject to the terms and conditions of this Agreement, Customer is granted the following usage rights for the Service described in the Order Form/Sales proposal/contract agreement(s):

4.1. Accessing User Accounts. Company will create User IDs needed by the Customer to provide access to the Customer and/ or End User for use of the Website and the Services subscribed to by the Customer in the applicable Order Form/Sales proposal/contract agreement during the Subscription Period. The Customer and/ or End User cannot access and use the Services other than through the User IDs issued by Company. The Customer and the End User shall not be permitted to share User IDs with each other or with third parties. User IDs shall be subject to the obligations

as laid out in this Agreement. Company may rely on any User ID, instruction or information that meets the Service's automated criteria or which is believed by Company to be genuine. Company shall be entitled to assume a Person entering a User ID and password is, in fact, that User and shall not be expected to assume otherwise. Company may assume the latest email addresses and registration information on file with the Service are accurate and current. When programmed to do so, the Software may take prescribed actions in the absence of receiving proper and complete contrary instructions. Company shall ensure all security protocols are applied to the user interface that is shared with the Customer and that the security protocol is reviewed regularly as per the policy of the Company.

4.2. Data Preparation & Configuration. Customer will ensure that: (i) Customer or Client Data is in proper format as specified by the Documentation; and (ii) its Personnel are familiar with the use and operation of the Service. Customer will load the Customer or Client Data, configure and operate the Service.

4.3. Usage Rights. Customer and/ or End User is responsible for all activity occurring under its or its User IDs. The Customer is to use the Website solely for internal, personal, non-commercial purposes and to print out discrete information from the Website for the same provided that all copyright and other policies contained are maintained.

5. Reservation of Rights.

5.1. Company expressly reserves all rights in the Software. It is acknowledged that all rights, title and interest in the Software will remain with Company (or third party suppliers, if applicable) and that the Service is licensed on a subscription basis and not "sold" to Customer. It is further clarified that the Software is not licensed to the Customer under or pursuant to this Agreement or the Order Form/Sales proposal/contract agreement.

5.2. Customer expressly reserves all rights in the Customer Data, except the limited right of Company to use the Customer Data in operating the Service features for Customer's benefit. Unless specifically agreed in writing, each Party's exclusive ownership rights extend to any update, adaptation, translation, customization or derivative work thereof. The Company shall:

5.2.1. keep and maintain all Customer's Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

5.2.2. use and disclose Personal Information solely and exclusively for the purposes for which the Company has the right to under the terms and conditions of this Agreement and shall not sell, rent, transfer, distribute, or otherwise disclose or make available said Information for Company's own purposes or for the benefit of anyone other than Customer, in each case, without Customer's prior written consent; and

5.2.3. not, directly or indirectly, disclose such Information to any person other than [its Authorized Employees/Authorized Persons/ contractors/ agents who are involved in providing services to the Customer][including any,] [subcontractors,] or[outsourcers] (an "Unauthorized Third Party"), without express written consent from Customer and treat said information as Confidential Agreement as defined in Clause 13

5.2.4. be responsible for and remain liable to Customer for the actions and omissions

of any Unauthorized Party accessing the Customer's Confidential information as if such an action was Company's own actions. All protection and procedures laid out under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (under powers conferred under Section 87(2) read with Section 43A of the Information Technology Act 2000) shall apply to this Agreement and to the data/information of the Customer.

Provided however, it is agreed and understood that the Company shall not be liable for breach of this Clause 5, if such breach arises from any act or omission attributable to the Customer including but not limited to unauthorized access, negligence, fraud, on part of the Customer, or any of its officer, agents, employees or representative. This Clause 5 shall be subject to the exclusions mentioned in Clause 15.1 below.

6. Company shall:

- i. provide Customer with the name and contact information for an employee of Company who shall serve as Customer's primary security contact in resolving obligations associated with a Security Breach;
- ii. notify Customer of a Security Breach as soon as practicable, but no later than [forty-eight (48)] hours after Company becomes aware of it; and notify Customer of any Security Breaches by e-mailing Customer

7. Customer's obligations.

- 7.1.** Customer is solely responsible for the content of any postings, data, or transmissions while using the Services, or any other use of the Services by Customer or by any person or an entity whom the Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of the Software or any Company computer equipment or program. If the Company has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose the Company shall be entitled to suspend the Services immediately with or without notice to Customer. The Company may terminate the Agreement as contemplated in Clause 18 if the Customer in fact fails to adhere to the foregoing acceptable use standards

The Customer shall be solely responsible for the content of communications transmitted by the Customer and/ or End User using the Services, and shall defend, indemnify and hold harmless the Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications.

- 7.2.** The Customer is not permitted to resell the Services. The Customer and the Users shall be the End Users and the Customer cannot sub-license any of the Services to any other person or entity without the prior consent of the Company.
- 7.3.** Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a

procedure external to the Services for reconstruction of lost or altered files, data or programs.

7.4. The Customer shall be responsible for materials submitted and for any such message that may be made available on the Website including the legality, reliability, appropriateness, originality, and copyright.

7.5. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

7.5.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

7.5.2. facilitates illegal activity;

7.5.3. depicts sexually explicit images;

7.5.4. promotes unlawful violence;

7.5.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

7.5.6. causes damage or injury to any person or property;

and the Company reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this Clause.

7.6. The Customer shall:

7.6.1. provide the Company with all necessary co-operation in relation to this Agreement; and

7.6.2. provide the Company with all necessary access to such information as may be required by the Company for the purpose of rendering Services under this Agreement;

7.6.3. comply with all applicable laws and regulations with respect to its activities under this Agreement;

7.6.4. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, the Company may adjust any agreed timetable or delivery schedule as reasonably necessary;

7.6.5. ensure that its network and systems comply with the relevant specifications provided by the Company from time to time; and

7.6.6. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Company's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7.6.7. be bound by the Privacy Policy which shall use personally identifiable information as specified thereunder.

7.7. Registration

7.7.1. If the Customer registers for an account on the Website, he/she agrees to:

i. Provide, maintain and update accurate, current and complete information as may be prompted by any registration or user creation forms on the Site ("Registration Data")

ii. maintain the security of their password

- iii. Accept all risks of unauthorized access to the Registration Data and any other information provided by them to the Company. The Customer /End-User is responsible for all activity on their account, and for all charges incurred by their portal account.

8. Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and continue until all outstanding Subscription Periods under Order Form/ Sales proposal/Contract agreement for the Service expire or are terminated in accordance with Clause 21 ("**Termination**"). Expiration or termination of one Order Form/Sales proposal/contract agreement shall not affect any other Order Form/Sales proposal/contract agreement, unless the Agreement as a whole is terminated under Clause 21 ("**Termination**").

9. Acceptance. The features of the Service described in an Order Form/Sales proposal/contract agreement shall be deemed accepted by the Customer unless the Customer notifies the Company in writing of a material defect in the Service within ten (10) business days after the Order Start Date (*as specified in the Order Form/Sales proposal/contract agreement*). If material defects are identified in the Services, the Company shall have a reasonable opportunity to correct them, or provide a functional workaround.

10. Support Service. Customer may receive the following support Services ("**Support Services**"):

10.1. Web & Hotline Support. Customer's designated representative shall have access to Company's technical support web site and may use call-in technical support in the manner specified in this Agreement. On-site support is not included and any out-of-scope work shall be subject to Company's standard man-day rate.

10.2. Certain Conditions. Company shall not be obligated to provide the Support Service if: (i) the reported error was caused by changes in program parameters or other user adjustable features; (ii) the error results from operator error, errors in Customer Data or software not supplied by Company or use that is not in accordance with the Documentation; (iii) the Customer has failed to pay any required fee or is otherwise in default of this Agreement. To the extent, if any, that the Service is third party software (such as operating systems or third party data or applications), it is acknowledged that the level of support provided by such third parties may impact Company's performance.

10.3. Training. In consideration of Customer's payment of the published training fee, or as per the Sales proposal/contract agreement Customer Personnel may attend any training sessions provided by Company in the use and operation of the Service for the training period laid out in any notification by the Company. Training will be conducted online and / or at Company's training facility. Customer will bear its own travel costs.

11. Fees & Payments

11.1. Subscription Fees.

11.1.1. Unless otherwise expressly stated on an Order Form/ Sales proposal/ Contract agreement, Customer will pay a one-time Sign-Up Fee plus Monthly Subscription Fees for the Service. Prices are based on the Services subscribed to by the Customer. If a Customer is using the Service for multiple accounts (clients), the Customer will need to subscribe to the

Service(s) for each account (client). There will be a one-time setup fee for each account (client).

- 11.1.2. In the first invoice, the billing will be done on a pro-rated basis for the number of days between the date of subscribing to the Service and end of the month. The first invoice will include the setup fee along with the pro-rated fee for the Services consumed for the previous month. Regular billing is done monthly and invoices are generated on the 1st of every month. Customers can subscribe to additional Services at any point of time in a month. For every additional Services subscribed, the next invoice will contain the pro-rated charges for the Services consumed along with the setup fee for the new service, if any. All generated invoices will be emailed to the contact email address provided in the Customer Profile.
- 11.1.3. Customers need to pay amounts specified in the invoices within 7 calendar days of them being generated. If invoices are not paid past their due date, the Service will be automatically suspended. Resumption of Services will happen after all past dues including dues for the suspended period is paid in full. Customers cannot unsubscribe for any Services in the current month. Stopping subscription to a Service can only happen from the next month. Customers can mark-off the Services that they wish to unsubscribe for any month after the current month. The subsequent invoices that are generated will be based on the newly selected Services. If a Customer wishes to stop accessing the Service, they can send a mail to the Service Administrators and the account will be disabled from the next month.
- 11.1.4. Any future Order Form/ Unless otherwise expressly stated on an Order Form/ Contract agreement, shall be at Company's then-published rates or as otherwise agreed in the Order Form/Sales proposal/contract agreement. Prices shall be updated not more frequently than half-yearly and upon sixty (60) days written notice.
- 11.1.5. The Customer shall provide true complete and current information pertaining to all credit details herein and shall pay any and all charges for Services availed through the Website. The Customer shall pay the charges incurred by the Customer at the agreed upon prices, including any applicable taxes.

11.2. Late Payment. Customer may not withhold or "setoff" any amounts due hereunder. Company reserves the right to suspend Service until all past due amounts are paid in full. Any late payment shall be subject to any costs of collection and shall bear interest at the rate of one and half (1.5) percent per month or fraction thereof until paid.

11.3. Taxes. Taxes applicable if any on the Services consumed by the Customer would need to be borne by the Customer. All prices quoted in the Order Form/ Unless otherwise expressly stated on an Order Form/ Contract agreement, are exclusive of Taxes.

12. Assignment. Customer may not transfer or assign the rights provided under this entire Agreement. Any password or right given to the Customer to obtain information or documents is not transferable or assignable.

13. User Documentation. The Service contains online Documentation describing the operation of the Service under normal circumstances. The Service is provided to Customer and shall be used strictly in machine-readable object code format. Any Application Programming Interfaces (APIs) shall be used solely to operate the Service according to the Documentation and for no other purpose. No source code or technical-level documentation to the Service is licensed under this Agreement.

14. Confidential & Proprietary Information. For purposes of this Clause 13, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**".

14.1. Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies and derivative works) contains confidential and proprietary information belonging exclusively to Company (or its designated third party supplier), and Company hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "**Confidential & Proprietary Information**"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third party who was free to disclose it. (iv) information independently developed by Recipient without any use of the Confidential Information of the Discloser; or (v) information which is disclosed in response to an order or requirement of a court, administrative agency, or other governmental body or pursuant to the rules of any applicable securities market or exchange; provided, however, that (i) the Recipient must provide prompt advance notice of the proposed disclosure to the Discloser, and (ii) any information so disclosed shall otherwise remain subject to the provisions of this Clause 13.

14.2. Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) de-compile, disassemble or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in no event shall less than due diligence and care be exercised. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by

Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

- 14.3. Injunctive Relief.** Recipient acknowledges that violation of the provisions of this Clause 13 would cause irreparable harm to Discloser and may not adequately compensated by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

15. Intellectual Property

The content in the nature of graphics, designs, compilations, magnetic translations, digital conversions and other matter related to the Website are protected under applicable intellectual property laws. Any re-distribution, copying or publication of any such content as part of the Website or this Agreement by the Customer is strictly prohibited. Service marks such as momentPay software, Aritic and Easysendy are registered trademarks of the Company. Other product and company names mentioned on the Website may be trademarks of their respective owners.

16. Website Content

- 16.1.** The End-User shall be permitted to provide links to the Website upon the conditions that he/she (a) does not remove or obscure the advertisements, the copyright notice, or other notices on the Website, (b) the said site does not engage in illegal or pornographic activities and (c) discontinues providing links to the Website immediately upon request by the Company.
- 16.2.** Any advertisements and sponsorships submitted for the inclusion in the Website shall comply with applicable laws. The Website shall in no way be responsible for any error, illegality, inaccuracy or other such problems that may arise from the sponsor's submitted content. Further the Company reserves the to refuse acceptance of any advertisement it considers inappropriate for any reason whatsoever.
- 16.3.** The Company has the right to investigate complaints, reported violations and propose any action deemed appropriate based on such complaints and reports including but not limited to any suspected unlawful activity by any third party relating to customer profiles, usage history, posted materials, IP addresses and traffic information.
- 16.4.** The Company shall not be responsible for any information provided by the End-User on merchant websites and operating procedures of the merchant will be applicable to such user of the concerned website.
- 16.5.** Any content or information such as operations, prospects, strategies, financial condition, current and future economic performances and demand for products and services offered through the Website, Expressions such as "anticipates", "expects", "believes", "estimates", "seeks", "plans" shall not be construed to be an offer or a solicitation of an offer for sale of any securities.
- 16.6.** The Company does not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that the defects will be corrected Further

the Company does not represent and warrant that the information expressed on the Website will be correct, accurate, timely or otherwise reliable. The Company may make changes to the features, functionality or contents of the Site at any time without notice. The Company reserves the right to edit or delete any documents, information or other contents appearing on the Website.

- 16.7.** All rules, policies (including privacy policies) and operating procedures of merchants will apply to the Customer while on any merchant sites. The Company is not responsible for information provided by the Customer to merchants. The Company and the merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other
- 16.8.** If the Customer and/or End-User believes that any copyright content has been infringed by the Website, then the End-User shall provide (a) electronic or physical signature of the person authorized to act on behalf of the owner of such copyright interest; (b) description of the copyrighted work that has been infringed; (c) description of where the material that is infringing is located on the Website; (d) address, telephone number, and email address of the claimant; (e) a statement by the claimant that such copyrighted material is not authorized to be used by the copyright owner, its agent, or the law; (f) a statement by the claimant, made under penalty of perjury, that the above information in such notice is accurate and that claimant is the owner of such copyright owner or is authorized to act on the copyright owner's behalf.
- 16.9.** Third party content may appear on the Website or may be accessible via links from the Site. The Company shall not be responsible for and, assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Site. The Customer understands that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect the Company's belief.
- 16.10.** The Customer and/or End-User may access the Content Material on the Website only in geographic locations where the momentPau offers the same. momentPay may not offer access to the Website in certain geographic locations on account of the applicable law or any order, rule imposed by a concerned statutory authority. The Content Material that may be available to listen will vary by geographic location. momentPay may use technologies to verify the geographic location of the Customer/ End-User.

17. Representations and Warranties.

- 17.1. Limited Performance Warranty.** Company represents and warrants during the Subscription or Contract Period that the Service operates substantially in accordance with the applicable Documentation; provided, that (i) the Service is implemented and operated in accordance with all instructions supplied by Company under this Agreement, the Documentation or otherwise provided by the Company ; (ii) Customer notifies Company of any such defect within ten (10) calendar days after the appearance thereof; (iii) Customer has properly used all updates made available with respect to the Service, and updates recommended by Company with respect to

any third party software products that materially affect the performance of the Service; (iv) Customer has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) Customer has not introduced other equipment or software creating an adverse impact on the Service; and (vi) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; .

17.2. The Customer acknowledges that:

17.2.1. the Software is never wholly free from defects, errors and bugs, and the Company gives no warranty or representation that the momentpay will be wholly free from such defects, errors and bugs; However MomentPay will make all the efforts to fix such bugs and errors on-time.

17.2.2. the Company shall not be liable for any failure or default to provide Services on account of any failure or delay by the User to configure the User's equipment for access to the Service. Any configuration or set up of the User equipment for access to the Website and the Services shall be the sole responsibility of the User and the Customer.

17.2.3. the Company does not warrant or represent that the Website will be compatible with any application, program or software not specifically identified as compatible by the Company; and

17.2.4. the Company will not and does not purport to provide any legal, taxation or accountancy advice under this Agreement or in relation to the Services and (except to the extent expressly provided otherwise) the Company does not warrant or represent that the Services will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.

17.3. Notwithstanding anything contained under this Agreement, the Company:

17.3.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

17.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

17.4. Anti-Virus Checking. Company represents that it will prior to making a feature of the Service Generally Available scan it with commercially available anti-virus software and shall use reasonable efforts to remove viruses capable of being detected with such software.

17.5. Warranty Disclaimer. Except as specifically provided in this Agreement, the Company hereby disclaims with respect to all Services, support or other deliverables provided hereunder, all express and implied warranties, including any implied warranties of merchantability, title, accuracy, quality, integration or fitness for a

particular purpose. Company does not warrant that the Service will operate without interruption or error free.

17.6. Not Fault Tolerant. The Service is not fault tolerant and is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the service could lead to death, personal injury or physical or environmental damage. To the extent Customer uses the Service in such environment, it expressly assumes all risk therefore.

17.7. Disclaimer:

UNDER NO CIRCUMSTANCES WILL COMPANY OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, SUPPORT OR OTHER DELIVERABLES UNDER THIS AGREEMENT, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS OR SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE WEBSITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. THE COMPANY AND ITS AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR THE USE OF ANY INFORMATION OR SERVICE, IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, THE COMPANY AND ITS AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CUSTOMER AND THE COMPANY. THE WEBSITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED THEREIN WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM THE COMPANY THROUGH THE WEBSITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

18. Indemnity.

18.1. Either Party shall defend, indemnify and hold the other Party and its officers, directors, employees, harmless from and against all losses, damages including attorneys' fees imposed on, incurred or arising from or in connection with or relating to, claims, actions and/or allegations in the following cases:

18.1.1. Violation, infringement or misappropriation of any patent, trade secret, copyright or other intellectual, industrial or other proprietary rights; and

18.1.2. breach of representations and warranties (express and implied) , covenants and obligations contained in this Agreement.

18.2. Procedure.

18.2.1. The party seeking indemnification ("**Indemnified Party**") shall within thirty (30) days of receipt of the Third Party Claim or of sustaining the loss provide to the other party ("**Indemnifying Party**") a written notice ("**Claim Notice**") informing the Indemnifying Party of the claim and the date on which the third party claim was made, if any; provided that failure to deliver such notice shall not limit the Indemnifying Party's obligations under this Clause unless (and then only to the extent that) the Indemnifying Party has been actually prejudiced by such failure to deliver or delay in delivering such notice.

18.2.2. The Indemnifying Party shall be entitled, by notice in writing to the Indemnified Party within thirty (30) Business Days of receipt of the Claim Notice, to control the defence of any third party claim at its own cost and expense; provided, however, that the Indemnifying Party will defend the third party claim and will not consent to the entry of any judgment or award or enter into any settlement or compromise with respect to the third party claim (a) without a full release from the relevant third party of all liability whatsoever of the Indemnifying Party and (b) where such judgment, award, settlement or compromises imposes any financial or non-financial obligation or liability on Indemnifying Party, without the prior consent in writing of the Indemnified Party. If the Indemnifying Party assumes the defence of any third party claim, then the Indemnified Party shall have a right to, at its sole discretion, participate and be involved in any such defence.

19. Limitation of Remedies & Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

19.1. Remedies. Except for indemnified claims under Clause 15 ("Indemnity") or rights or indemnities expressly stated under other provisions hereof and limited remedies specified herein, Customer's sole and exclusive remedies for Company's default hereunder shall be (i) to obtain the repair, replacement or correction of the defective Service to the extent, if any, warranted under this Agreement or, (ii) if Company reasonably determines that the remedy aforementioned in sub- clause (i) is not

economically or technically feasible, to obtain an equitable partial or full refund of amounts paid with respect to the defective Service.

19.2. Liabilities.

19.2.1. At no point of time shall the Company be liable for damages exceeding previous three (3) month's subscription fees payable under the Order Form/Sales proposal/contract agreement at issue under this Agreement. At no point shall the Client be liable for damages exceeding three (3) months subscription fees. The Customer shall not be entitled to claim any indemnity after the lapse of 1 (one) year from occurrence of the breach.

19.2.2. At no point of time shall the Company and its Affiliates be liable for loss, injury, claim, liability, or damage of any kind resulting in any way from errors or omissions on the Website or any services or products obtainable therefrom owing to the unavailability or interruption of the Website or any features thereof under such services provided.

19.2.3. Under any such unforeseen circumstances which is affecting the website services which is hindering the services agreed/offered for a period of week or more, the company shall agree with the customer to withdraw the subscription then and thereof without any term notice agreed upon. The company will help to obtain the final back up of customer data and provide the backup media to the customer at no cost

20. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted by fax machine, one (1) day after being sent by overnight courier to Official Contact designated on the signature page hereof. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

21. Termination.

21.1. Generally. Either Party may, in addition to other relief, suspend or terminate an Order Form/Sales proposal/contract agreement or this Agreement if the other Party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved Party. Either Party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the Party and is not dismissed within thirty (30) days.

21.2. Termination for Convenience. Either Party may terminate the Order Form/Sales proposal/contract agreement (or such part of the Order as relates to deficient Service) "for convenience" by giving the other Party written notice at least thirty (30) days prior to such termination. On termination for convenience, Customer shall receive the pro-rated refund and any pre-paid Subscription Fees from the date of

termination through the Order End Date.

21.3. Termination for Cause. If Company fails to meet the Commitment during any consecutive three (6) month period, Customer may terminate the Order Form/Sales proposal/contract agreement (or such part of the Order as relates to deficient Service) "for convenience" by giving Company written notice at least ten (10) days after the end of such three (6) month period. On termination for convenience, Customer shall receive the pro-rated refund of any pre-paid Subscription Fees from the date of termination through the Subscription End Date with deduction of discount, integration and training cost. Alternatively, Customer may give written notice of breach in accordance, subject to Company's right to cure set forth therein and any damage claims by Customer permitted by this Agreement if such cure is not forthcoming.

21.4. Survival. Termination shall have no effect on the Parties' rights or obligations under Clause 14 ("Confidential & Proprietary Information"), rights or obligations under Clause 17 ("Warranties"), Clause 18 ("Mutual Indemnity"), Clause 19 ("Limitation of Remedies & Liabilities"), Clause 23 ("Arbitration"), Clause 24 ("Nature of Agreement") and Clause 31 ("Governing Law") or any provision, which by its nature should survive termination. Upon termination or expiration of the Term, Company shall make a final backup of Customer Data and provide the backup media to Customer at no cost of duplication..

22. Information and Press Releases: The Website contains information and press releases about the Company. The Company disclaims any obligation or duty to update any information based on press releases that have been updated on the Website and any information of any other company shall not be construed to be endorsed or approved by the Company.

23. Arbitration. In the event of disputes, differences or controversies between the Parties hereto arising out of this Agreement or any rights or obligations arising hereunder, the same shall be resolved by mutual discussions and negotiations, failing which the disputes, differences or controversies will be referred to arbitration conducted by three (3) Arbitrators, one appointed by each Party and a third arbitrator who shall be appointed by the two arbitrators shall act as the Umpire. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996 as amended from time to time. The award shall be a reasoned award and shall be final and binding on the Parties. The venue of arbitration shall be Bangalore. The arbitration shall be conducted and the award shall be passed in English language.

Subject to the above, the Courts in Bangalore shall have exclusive jurisdiction over all matters arising under this Agreement.

24. Nature of Agreement. Nothing in this Agreement is to be construed to make either Party a partner, an agent or legal representative of the other Party for any purpose. Neither Party shall have any right or authority to accept any service of process or to receive any notices on behalf of the other Party or to enter into any commitments, undertakings, or agreements purporting to obligate the other Party in any way, or to amend, modify or vary any existing agreements to which the other Party may be a party. Each Party shall be solely responsible for compliance with any laws, decrees, rules, regulations or Orders affecting the agents, representatives or employees of such Party.

25. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes and cancels

all prior agreements, express or implied, written or oral with respect to the subject matter hereof.

26. Amendments. This Agreement shall not be amended, altered or modified or any provision herein shall not be waived except by an instrument in writing expressly referring to this Agreement and signed by the duly authorized representatives of both the Parties, and no verbal Agreement or conduct of any nature relating to the subject matter hereof or to the relationship between the Parties will be considered valid and enforceable.

27. Severability. If any part, term or provision of this Agreement being of a fundamental nature, is held illegal or unenforceable, the validity or enforceability or the remainder of this Agreement shall not be affected if such part, term or provision is severable from the rest of this Agreement without altering the essence of this Agreement. If such part, term or provision is not so severable, then the Parties shall negotiate in good faith in order to agree to the terms of a mutually satisfactory provision achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

28. Waiver. Failure of either Party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance thereof at any time thereafter, and the waiver by any Party of a breach of any provision shall not be taken to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision.

29. Force Majeure. Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

30. General Terms. Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

Each Party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits and authorizations necessary to perform its obligation under this Agreement.

31. Governing Law

This Agreement shall be governed by the Laws of India and the Parties shall submit themselves to the jurisdiction of the courts of Bangalore. The Customer agrees to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein

3. Categories of Information Collected

We may collect the following categories of Personal Information or SPDI:

- Identifiers such as your name, alias, email address, mailing address, IP address, and online identifiers;
- Geolocation data such as the precise GPS coordinates of a mobile device;

- Internet or other electronic network activity information, including information on your usage of our Site;
- Information used to create a profile about a consumer reflecting the consumer's preferences or behavior;
- Electronic, audio, visual, thermal, olfactory, or similar information;
- Commercial information, including records of products or services purchased or other purchasing histories; and
- Professional or employment-related information.

The Purposes For Which We Use Personal Information

If you submit or we collect Personal Information through the Site, then such Personal Information may be used in the following ways: (i) to provide, analyze, administer, and improve the Site and services; (ii) to contact you in connection with the Site and certain services, notifications, events, programs or offerings that you may have registered for; (iii) to send you updates and promotional materials that you have registered for; (iv) to identify and authenticate your access to the parts of the Site (e.g., client portals and extranet) and services that you are authorized to access; (v) for customer service and support; (vi) to provide notifications to customers or users of other MomentPay web properties; and (vii) to protect our rights and/or our property and to ensure the technical functionality and security of the Site.

4. How We Disclose Personal Information

We do not sell, lease, rent or otherwise disclose the Personal Information or SPDI Personal Information collected from the Site to third parties unless otherwise stated below or with your consent.

4.1. Our Third-Party Providers: We transfer or provide access to Personal Information or SPDI Personal Information to our third-party service providers to perform tasks on our behalf and to assist us in providing the Site. For example, we may employ service providers who analyze website traffic and demographics; enable sharing of content; and conduct marketing services. We use commercially reasonable efforts to only engage or interact with third party service providers and partners that post a privacy policy governing their processing of Personal Information or SPDI. Notwithstanding the foregoing, we will comply with applicable laws regarding Personal Information or SPDI transfers.

4.2. In the Event of Merger, Sale, or Change of Control: We may transfer or assign this Privacy Policy and any Personal Information or SPDI to a third-party entity that acquires or is merged with as part of a merger, acquisition, consolidation, restructuring, the sale of substantially all of our ownership interests and/or assets, in connection with bankruptcy proceedings, reorganization, or other change of control.

4.3. Other Disclosures: We may disclose Personal Information or SPDI about you if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce our terms of use, including investigations of potential violations thereof; (iii) detect, prevent